

EXHIBIT B
Public Redacted Version,
Exhibit Filed Under Seal

Default Category

Control Number: GOOG-PLAY2-000455423

AllCustodians: Google

Title: Google-Apple_ISA-_Fully-Executed_Contract_(9-30-16).pdf

Filename: Google-Apple_ISA-_Fully-Executed_Contract_(9-30-16).pdf

DateCreated: 9/30/2016

TimeCreated: 19:25:04

DateLastModified: 10/29/2019

TimeLastModified: 19:39:12

RecordType: EDoc

Application:

Author: no Author

Production Vol.: PROD039

Group Identifier: GOOG-PLAY2-000455423

Subject:

DateSent:

TimeSent:

Email From:

Email To:

Email CC:

Email BCC:

EXHIBIT 1492

EXHIBIT 1492-001

AMENDMENT TO THE INFORMATION SERVICES AGREEMENT

This AMENDMENT TO THE INFORMATION SERVICES AGREEMENT (this “**Agreement**”) is entered into effective as of September 30, 2016 (“**Execution Date**”) by and among Apple Inc., Apple Distribution International (“**ADI**”), and Apple South Asia Pte. Ltd. (“**ASA**” and collectively with Apple Inc., ADI and their respective subsidiaries, “**Apple**”), on the one hand, and Google Inc., Google Ireland Limited (“**GIL**”), and Google Asia Pacific Pte. Ltd. (“**GAP**” and collectively with Google Inc., GIL and their respective subsidiaries, “**Google**”), on the other hand, amending that certain Information Services Agreement dated December 20, 2002 between Apple, Inc. and Google Inc. (as amended or otherwise modified prior to the Execution Date and as amended by this Agreement, the “**ISA Agreement**”). The provisions of this Agreement are effective as of the Execution Date, and the remaining provisions of the ISA Agreement remain unchanged and in full force and effect.

1. Use and Implementation of Google Services in Apple Software

(a) *Safari (Web Browser Software)*

Apple will pre-set and use the Services as the Default search service for Search Queries in Apple’s web browser software (e.g., Safari or successor versions) designed for use on (i) one or more of the following Apple operating systems: iOS, watchOS, tvOS, macOS or any other operating system software made generally available by Apple during the Term, or (ii) the Microsoft Windows operating system (such web browser software, the “**Web Browser Software**”). During the Term, Apple’s use of the Services as Default in the Web Browser Software will remain substantially similar to its use (including, without limitation, vis-a-vis other providers of internet services) as of the Execution Date of this Agreement (such use, the “**Permissible Software Default Use**”).

Subject to the Permissible Software Default Use, Apple shall not be limited in its ability to alter, modify and innovate its Web Browser Software, [REDACTED].

“**Default**” means the Services will automatically be used for responding to Search Queries initiated from the Web Browser Software, unless the End User selects a different third-party search service.

[REDACTED]

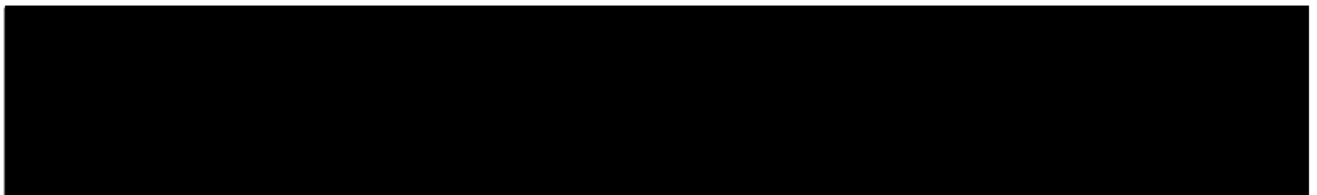
“**Services**” means Google’s search services made generally available at www.google.com and the applicable international equivalents thereof (or successor versions) that handle Search Queries initiated from the Web Browser Software in accordance with the ISA Agreement.

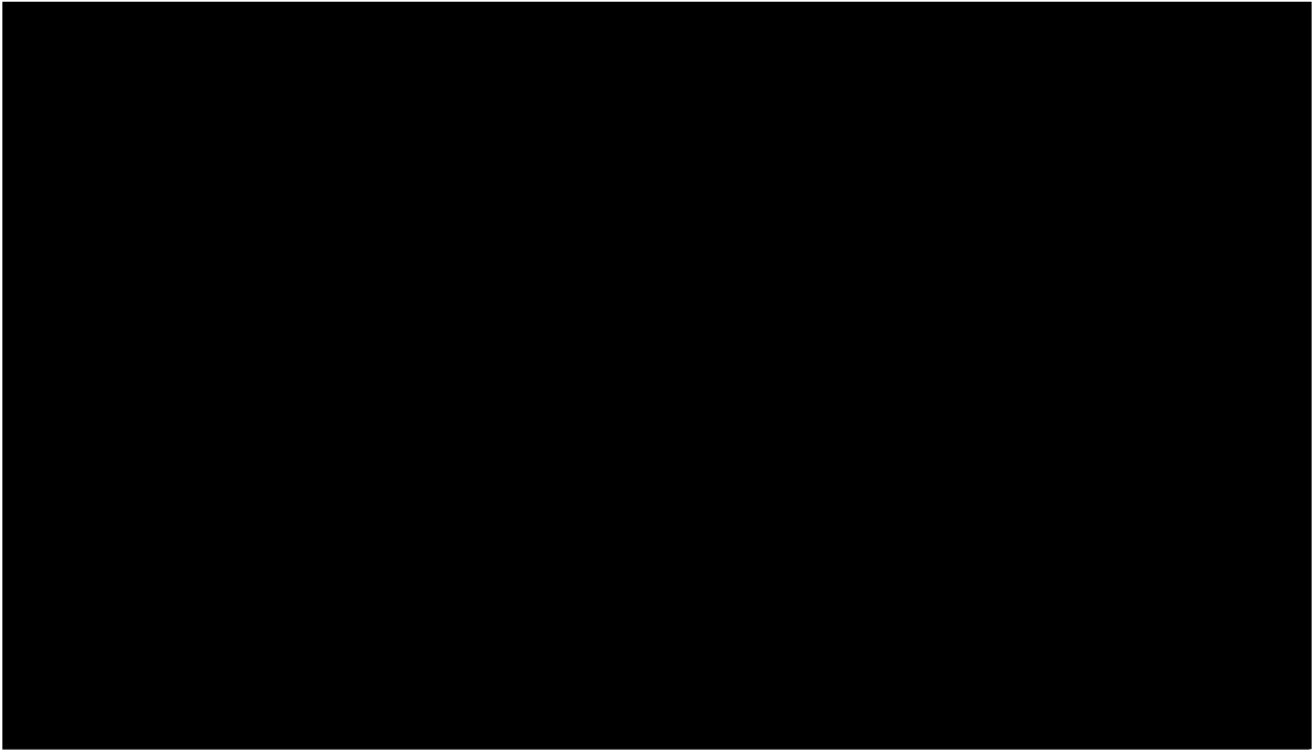
“**End User**” means a user of the Web Browser Software, Spotlight, or Siri.

(b) Spotlight

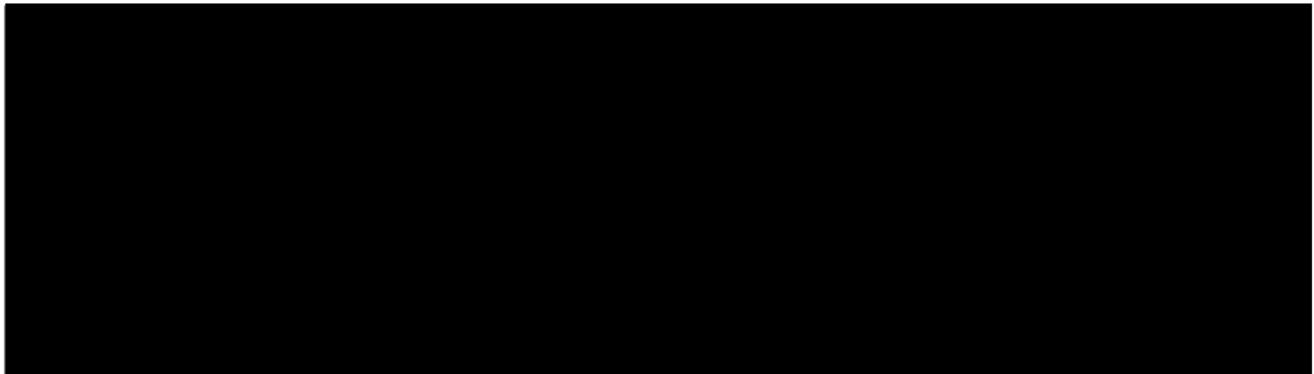


(c) Siri

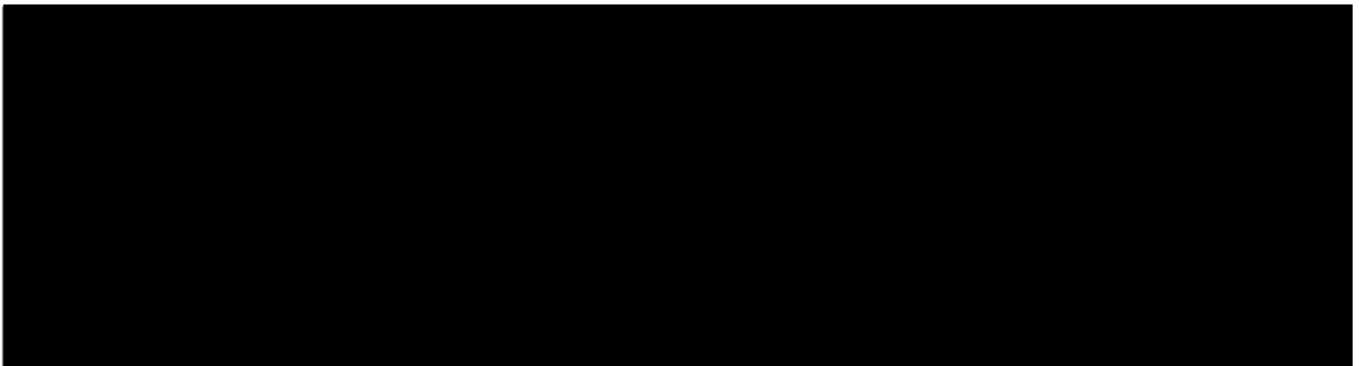




(d) Provision of Query Set



(e) Reporting



[REDACTED]

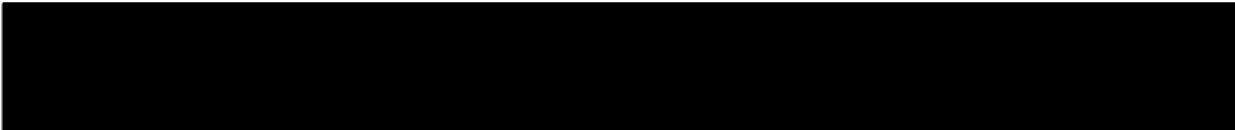
2. Advertising and Monetization

[REDACTED]


3.

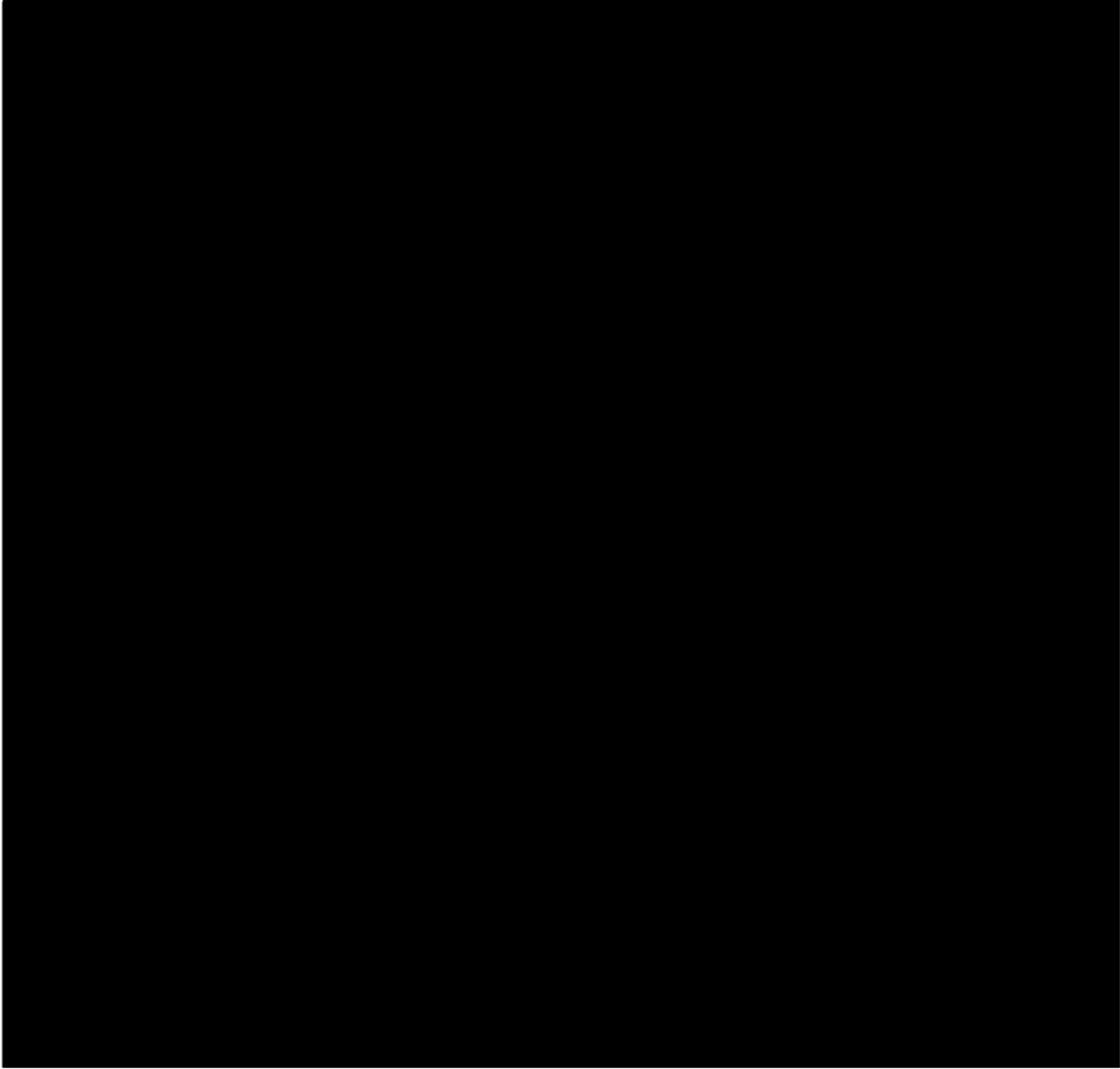
[REDACTED]

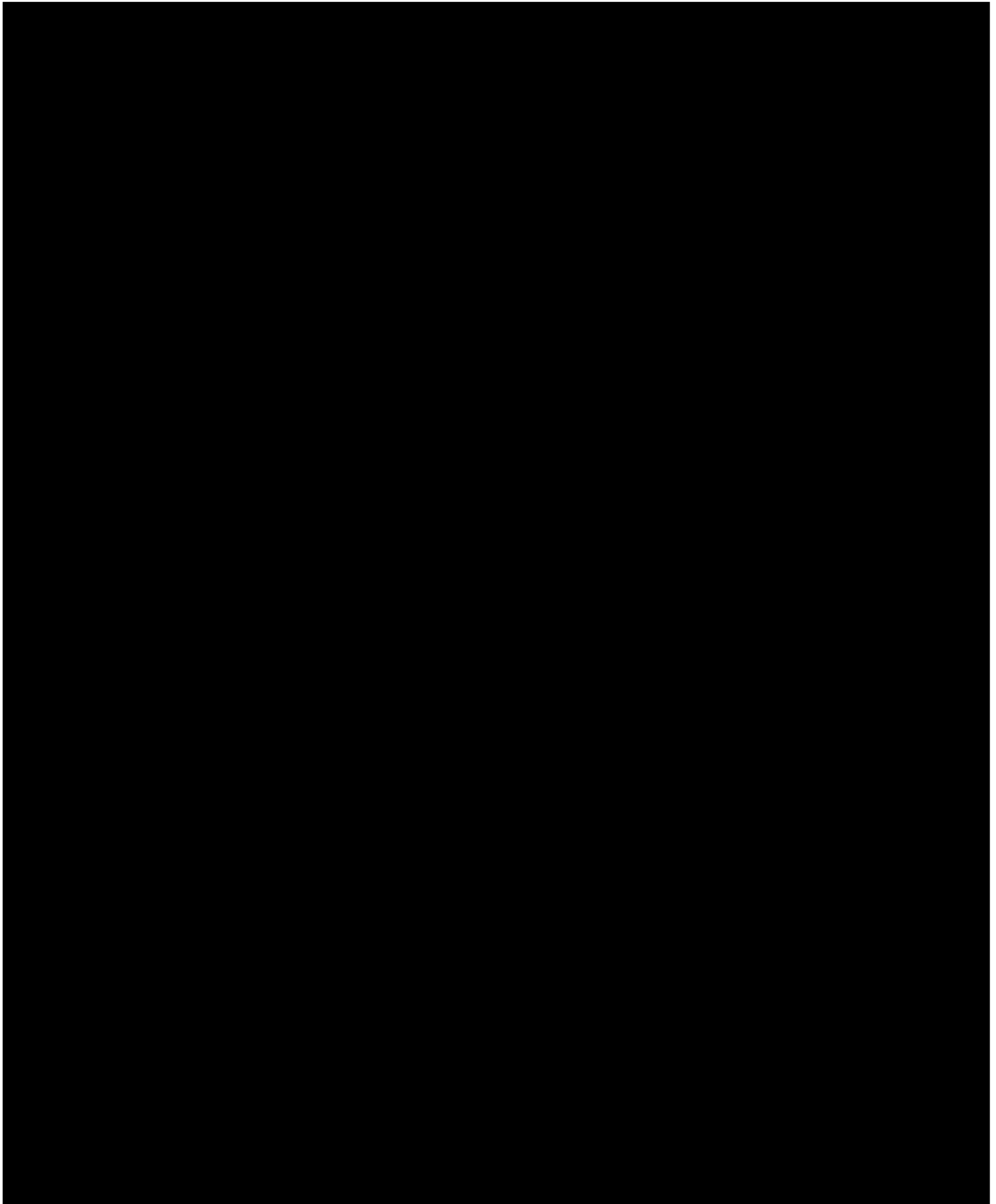
[REDACTED]



4. Ad Revenue Share

Effective September 1, 2016 Google will pay Apple  of its Net Ad Revenue for the remainder of the Term.








5. CEO Check-Ins

Agreement Purpose

Both parties agree they are entering into this Agreement for the following purposes (collectively, the “**Agreement Purpose**”): (1) to create tangible and intangible value for each party, (2) to increase the revenue performance of each party, and (3) to improve the search experience and performance of the Services, the Spotlight Services and the Siri Services for End Users on Apple products.

Annual CEO Check-In

At the end of each contract year, or earlier if reasonably requested by a party, Chief Executive Officers from each party will meet to review and discuss in good faith the performance of the ISA Agreement vis-a-vis the Agreement Purpose, and, upon request, to confirm each party’s compliance with the terms of the ISA Agreement (“**Annual CEO Check-In**”). The parties mutually agree to address and resolve in good faith any issues identified during the Annual CEO Check-In that are interfering or have interfered with the Agreement Purpose. If a particular issue is under the reasonable control of Apple, then Apple will have primary responsibility for addressing and resolving such issue in good faith, with input from Google. If a particular issue is under the reasonable control of Google, then Google will have primary responsibility for addressing and resolving in good faith such issue, with input from Apple. The parties will have joint responsibility for addressing and resolving in good faith any other issues identified during the Annual CEO Check-Ins that are not under the reasonable control of one party.



6. Limitation of Liability



[REDACTED]

7. Term & Termination

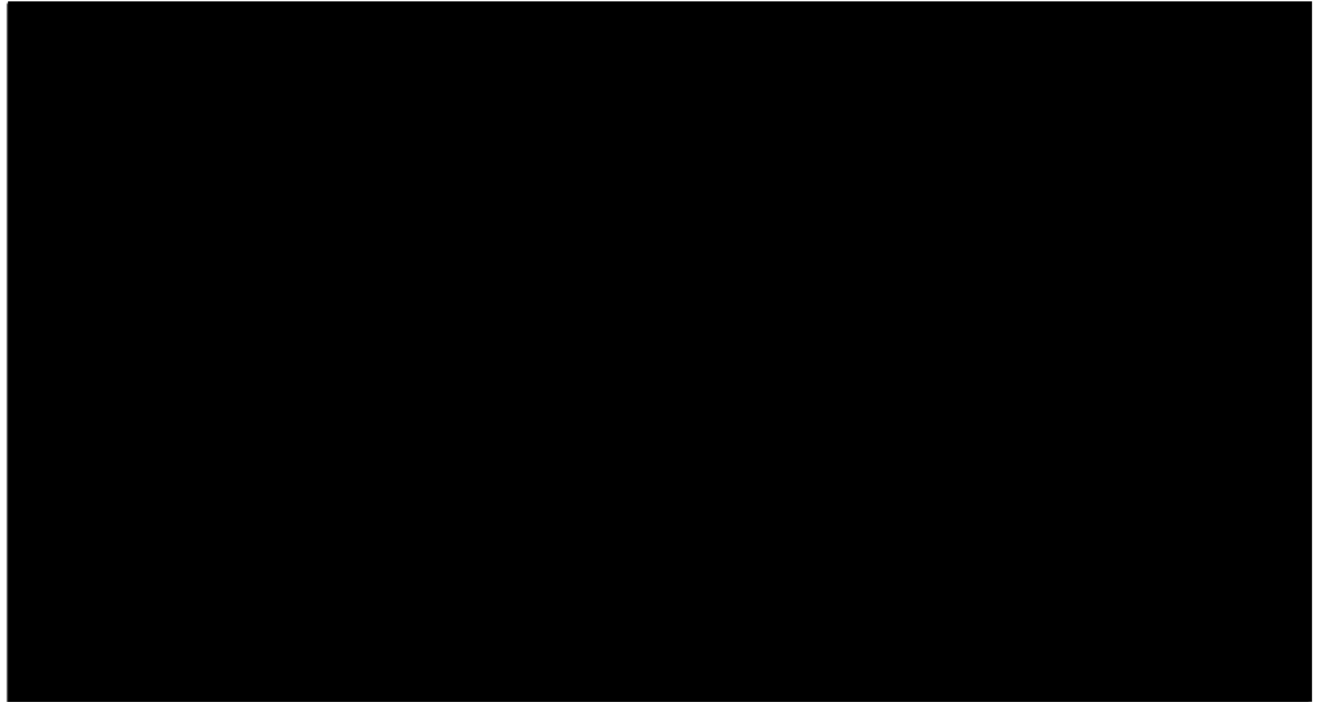
[REDACTED]

8. Branding, Presentation and Usage

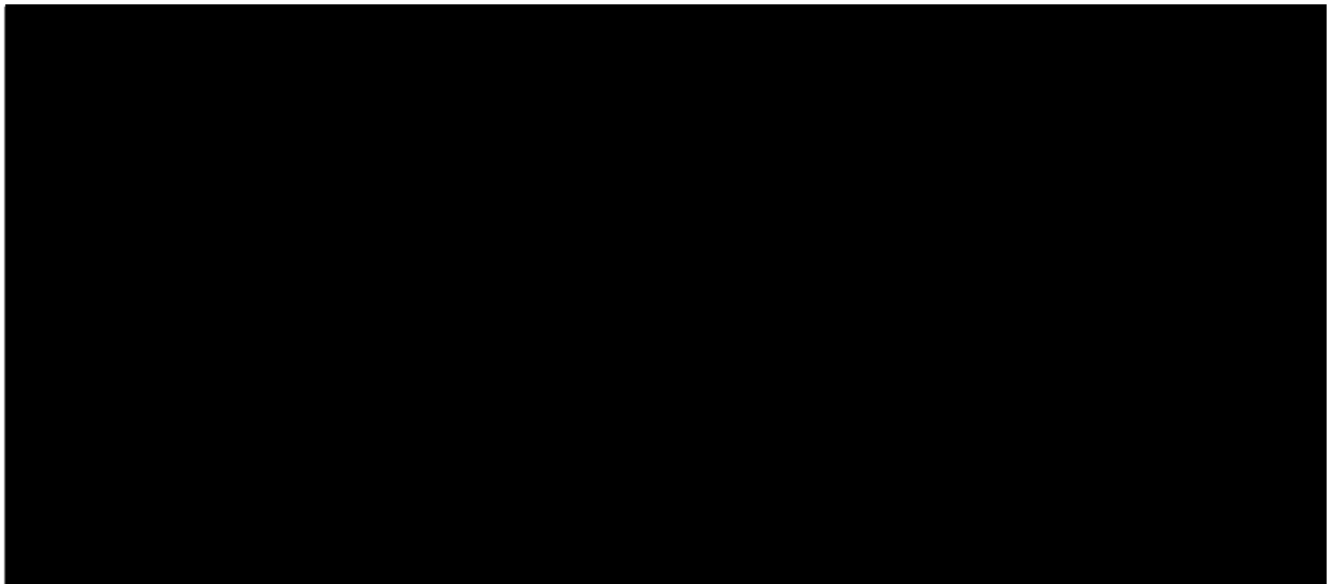
[REDACTED]

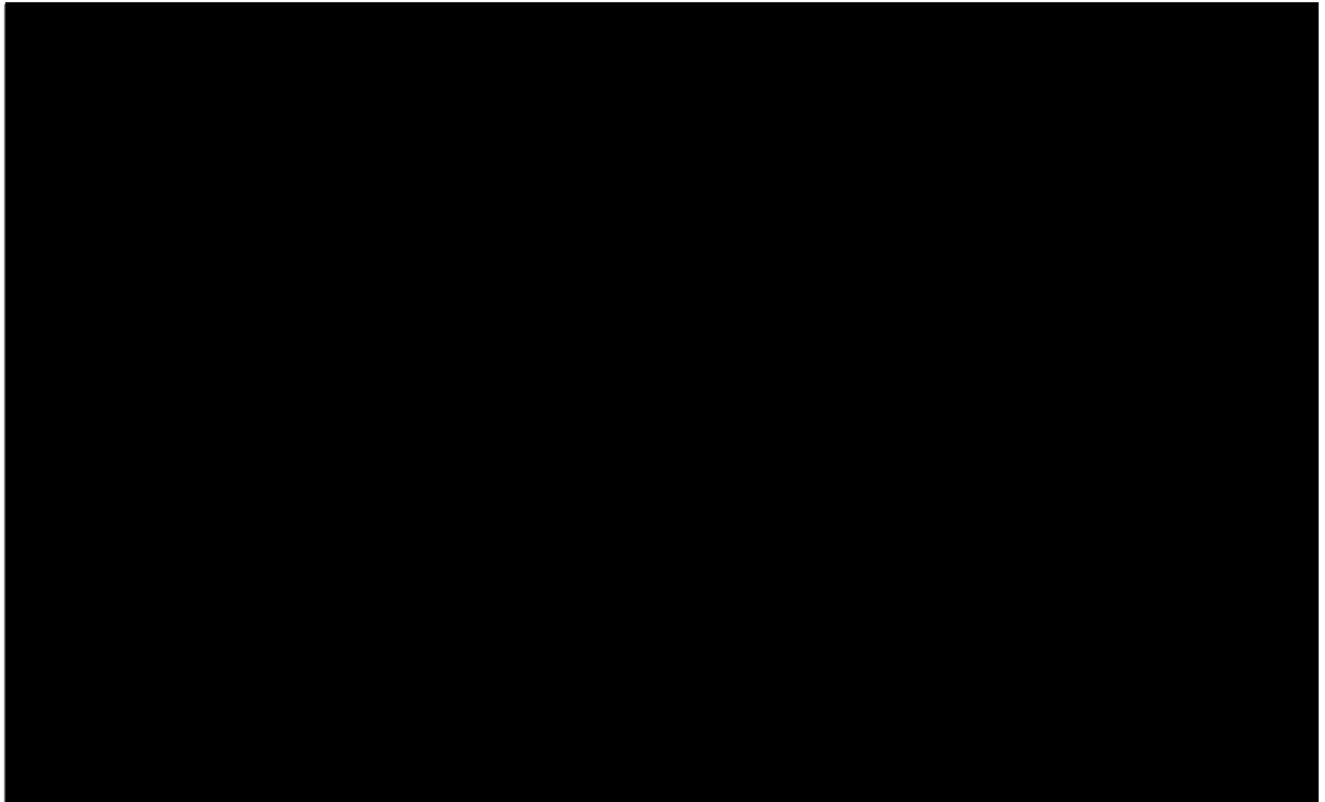
9. Regulatory and Government Actions

Apple and Google will cooperate to support and defend the ISA Agreement, work in good faith to modify it if necessary to resolve regulatory concerns, and not intentionally delay or prevent implementation of the ISA Agreement.

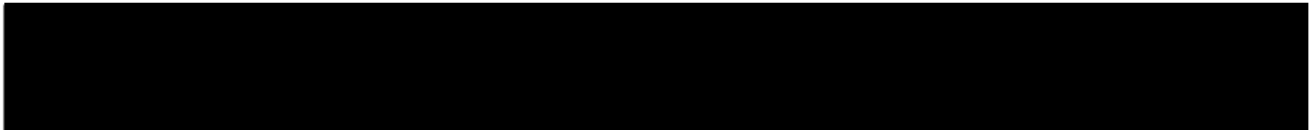


10. Audit

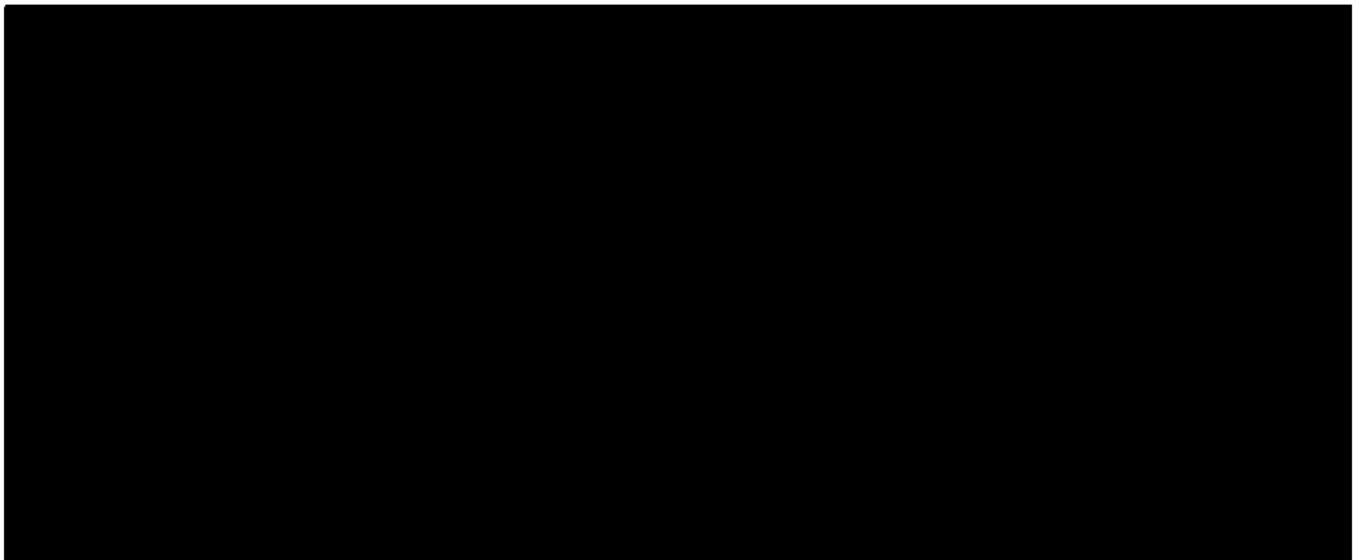




11. Assignment



12. Parties and Affiliates



[REDACTED]

13. Amendment

[REDACTED]

14. Tax


[REDACTED]

[Remainder of page intentionally blank; Signature page follows]

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

Apple Inc.

By: 

By: _____

Print Name: DANIEL ALEGRE

Print Name: _____

Title: President

Title: _____

Date: Sept. 30, 2016

Date: _____

1600 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

Apple South Asia Pte. Ltd.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

Google Asia Pacific Pte. Ltd.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Gordon House, Barrow Street
Dublin 4, Ireland

8 Marina View, Asia Square 1 #30-01
Singapore 018960



This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1900 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

Apple Inc.

By: _____

Print Name: Eddy Cue

Title: SVP Internet Software & Svcs

Date: 9/29/16

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

By: _____

Print Name: _____

Title: _____

Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

Apple South Asia Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

By: _____

Print Name: _____

Title: _____

Date: _____

Gordon House, Barrow Street
Dublin 4, Ireland

Google Asia Pacific Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

8 Marina View, Asia Square 1 #30-01
Singapore 018960



This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1900 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

Apple, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

By: _____

Print Name: NICHOLE SULLIVAN

Title: DIRECTOR

Date: 290 SEPT 2016

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

Apple South Asia Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

By: _____

Print Name: _____

Title: _____

Date: _____

Gordon House, Barrow Street
Dublin 4, Ireland

Google Asia Pacific Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

8 Marina View, Asia Square I #30-01
Singapore 018960



This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

1900 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

Apple, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

By: _____
Print Name: _____
Title: _____
Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

Apple South Asia Pte. Ltd.

By: _____
Print Name: Poh HWE HWE
Title: Director
Date: 9/29/16

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

By: _____
Print Name: _____
Title: _____
Date: _____

Gordon House, Barrow Street
Dublin 4, Ireland

Google Asia Pacific Pte. Ltd.

By: _____
Print Name: _____
Title: _____
Date: _____

8 Marina View, Asia Square 1 #30-01
Singapore 018960



Google Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1600 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

Apple Distribution International

By: _____

Print Name: _____

Title: _____

Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

Google

By: _____

Print Name: Rowan Harris

Title: Director

Date: 30/09/2016

Gordon House, Barrow Street
Dublin 4, Ireland



Apple Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple South Asia Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Asia Pacific Pte. Ltd.

By: _____

Print Name: _____

Title: _____

Date: _____

8 Marina View, Asia Square 1 #30-01
Singapore 018960

This Agreement may be executed in counterparts, including facsimile counterparts.

Google Inc.

Apple Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

1600 Amphitheatre Parkway
Mountain View, CA 94043
Tel: (650) 330-0100
Fax: (650) 618-1711

1 Infinite Loop, MS 301-4GC
Cupertino, CA 95014
Tel: (408) 996-1010
Fax: (408) 966-0275

Apple Distribution International

Apple South Asia Pte. Ltd.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Hollyhill Industrial Estate
Hollyhill, Cork, Ireland
Tel: (353) 21 4284000

No. 7 Ang Mo Kio Street 64
Singapore 569086
Tel: (65) 6481 5511

Google Ireland Limited

Google Asia Pacific Pte. Ltd.

By: _____

By: _____

Print Name: _____

Print Name: MARCO BORLA

Title: _____

Title: DIRECTOR

Date: _____

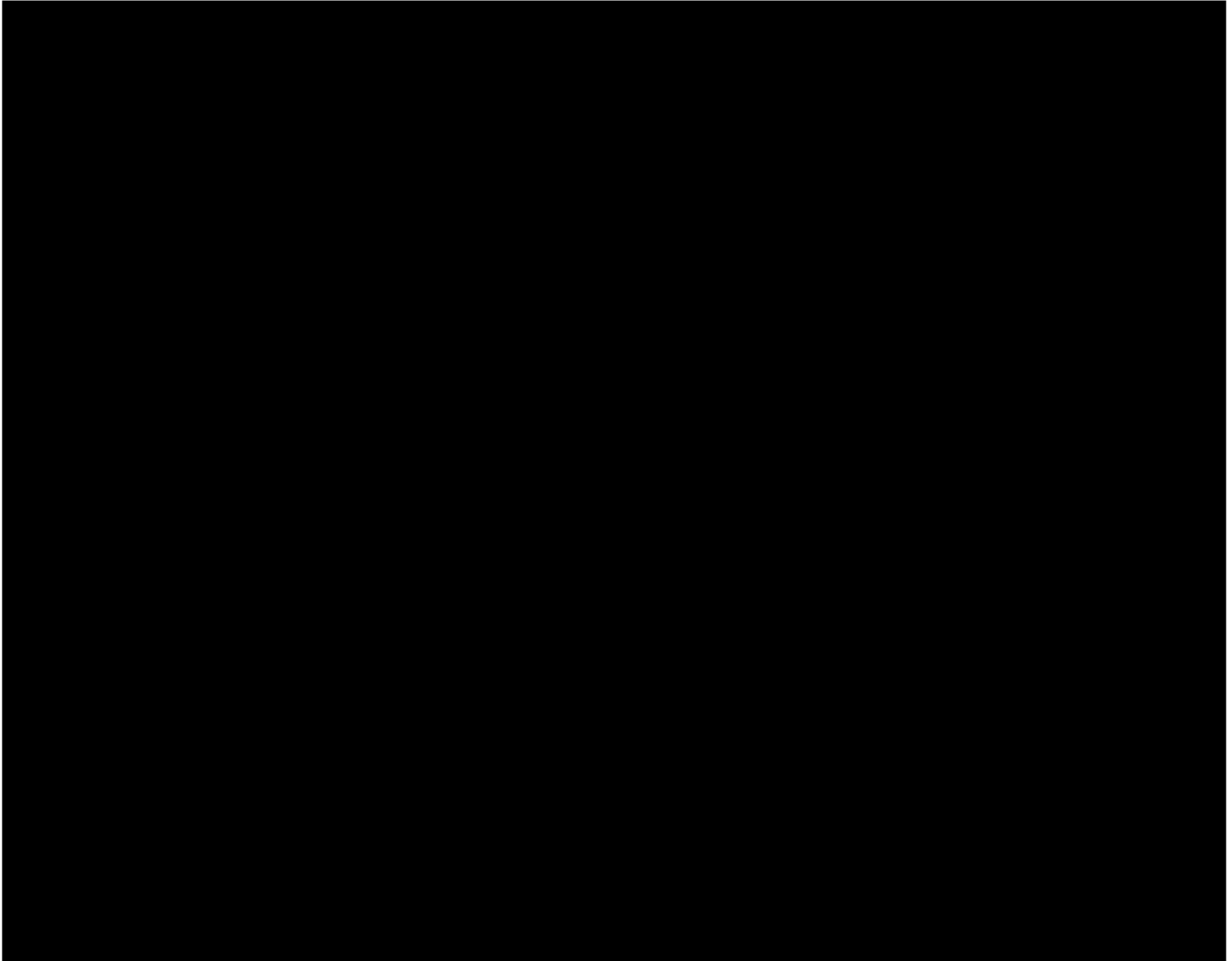
Date: SEP 30, 2016

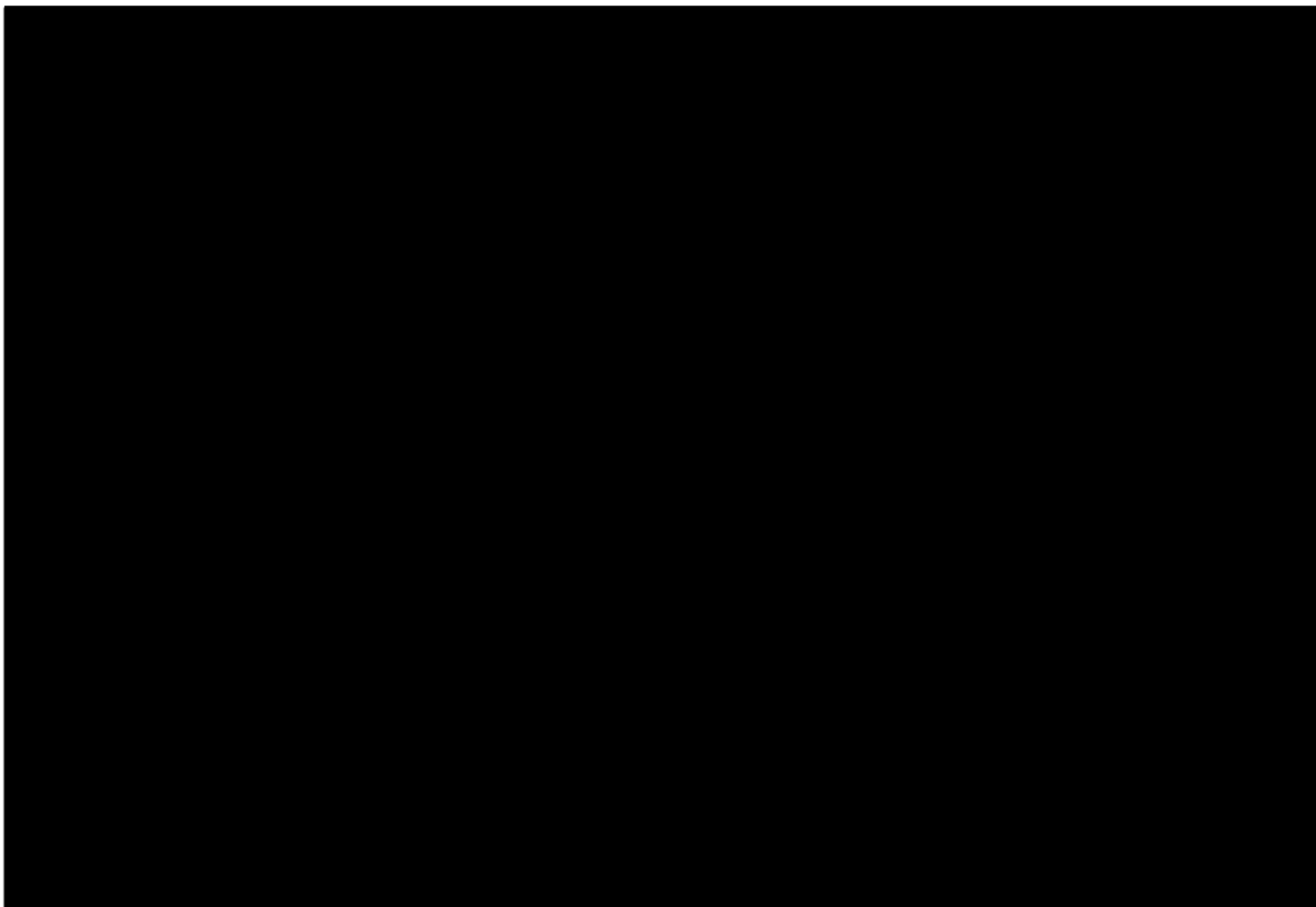
Gordon House, Barrow Street
Dublin 4, Ireland

8 Marina View, Asia Square I #30-01
Singapore 018960



EXHIBIT A





Confidential – Subject to Party NDA

